

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

ALICIA ECKSTEIN,
on behalf of herself and all
others similarly situated,

Plaintiff,

Case No. 19-cv-945

v.

ST. PAUL ELDER SERVICES, INC.,

Defendant.

FINAL ORDER APPROVING SETTLEMENT

On March 17, 2020, the parties filed a Joint Motion for Preliminary Approval of Settlement, (ECF No. 18), along with the parties' fully executed "Settlement Agreement and Release." (ECF No. 18-1.) On March 19, 2020, the Court preliminarily approved the parties' settlement. (ECF No. 19.)

On May 25, 2020, the parties filed a Joint Motion for Final Approval of Settlement, (ECF No. 29), and Plaintiff's counsel filed an unopposed Motion for Approval of Plaintiff's Service Award, (ECF No. 30), and an unopposed Motion for Approval of Attorneys' Fees and Costs, (ECF No. 31).

On June 8, 2020, the Court conducted a Fairness Hearing on the parties' request for final approval of their "Settlement Agreement and Release" and determined that the settlement in this matter, Plaintiff's counsel's attorneys' fees and case-related costs and expenses, and Plaintiff's service award were fair and reasonable.

Accordingly,

IT IS ORDERED that the parties Joint Motion for Final Approval of Settlement (ECF No. 29) is hereby **GRANTED**;

IT IS FURTHER ORDERED that Plaintiff's Motion for Approval of Service Award (ECF No. 30) is hereby **GRANTED**; and

IT IS FURTHER ORDERED that Plaintiff's Motion for Approval of Attorneys' Fees and Costs (ECF No. 31) is hereby **GRANTED**;

IT IS FURTHER ORDERED that the Court:

1. Certifies, for the purposes of settlement, the Rule 23 Class pursuant to FED. R. Civ. P. 23 and the FLSA Collective pursuant to 29 U.S.C. § 216(b);
2. Appoints Plaintiff, Alicia Eckstein, as Class Representative for the Rule 23 Class and FLSA Collective;
3. Appoints Walcheske & Luzi, LLC, as Class Counsel for the Rule 23 Class and FLSA Collective;
4. Approves the parties' settlement as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e);
5. Approves the parties' settlement as a fair and reasonable resolution of a bona fide dispute under the Fair Labor Standards Act ("FLSA");
6. Approves the settlement payments to the Settlement Class, which includes members of the Rule 23 Class and members of the FLSA Collective;
7. Instructs Defendant's counsel to provide Plaintiff's counsel with settlement checks for the Settlement Class within forty-five (45) calendar days of this Order;

8. Instructs Plaintiff's counsel to send the settlement checks to the Settlement Class via U.S. Mail following receipt of the settlement checks from Defendant's counsel;

9. Instructs that the Settlement Class has one-hundred and twenty (120) days to cash their individual settlement checks, otherwise the individual settlement checks and amounts will revert to and be retained by Defendant;

10. Grants Plaintiff's unopposed request for approval of her attorneys' fees and case-related costs and expenses in the amount of \$29,000.00, which the parties have stipulated and agreed are reasonable;

11. Grants Plaintiff's unopposed request for approval of her service award in the amount of \$2,500.00, which the parties have stipulated and agreed is reasonable;

12. Dismisses with prejudice the Settlement Class members' released claims;

13. Dismisses without prejudice the FLSA Claims and WWPCl Claims of the putative members of the Settlement Class who did not properly and timely opt-into the FLSA Collective and properly and timely excluded themselves from the Rule 23 Class in full accordance with the procedures set forth in this Agreement; and

14. Dismisses without prejudice the FLSA Claims of the putative members of the FLSA Collective who did not properly and timely opt-into the FLSA Collective in full accordance with the procedures set forth in this Agreement.

Dated this 10th day of June, 2020.

BY THE COURT:

s/William C. Griesbach
William C. Griesbach
U.S. District Court